

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motorcycle USA, LLC		12/07/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	J&P Cycles, LLC		
Street Address:	651 Canyon Drive, Suite 100		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2794846	MOTORCYCLEUSA.COM	
Registration Number:	4447317	MOTORCYCLE USA	
CORRESPONDENCE DATA			
Fax Number:	6123333798		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6123678713		
Email:	trademarks-mi@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	225 South Sixth Street, Suite 2800		
Address Line 4:	Minneapolis, MINNESOTA 55402-4662		
ATTORNEY DOCKET NUMBER:	65332-245186		
NAME OF SUBMITTER:	Kerry R Thompson - Paralegal		
SIGNATURE:	/Kerry R Thompson/		
DATE SIGNED:	01/07/2019		
Total Attachments: 9			
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page1.tif			
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page2.tif			
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page3.tif			

OP \$65.00 2794846

source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page4.tif
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page5.tif
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page6.tif
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page7.tif
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page8.tif
source=Motorcycle USA LLC Inc - Delaware Certificate of Merger into J&P Cycles LLC#page9.tif

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MOTORCYCLE USA, LLC", AN OREGON LIMITED LIABILITY COMPANY, WITH AND INTO "J&P CYCLES, LLC" UNDER THE NAME OF "J&P CYCLES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWELFTH DAY OF DECEMBER, A.D. 2018, AT 4:20 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2018 AT 11:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

4910995 8100M
SR# 20188116469

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204108213
Date: 12-15-18

TRADEMARK
REEL: 006518 FRAME: 0622

**CERTIFICATE OF MERGER
OF
MOTORCYCLE USA, LLC
INTO
J&P CYCLES, LLC**

December 7, 2018

The undersigned, acting as a duly authorized officer of J&P CYCLES, LLC, a Delaware limited liability company (the “**Surviving Company**”), in compliance with the Delaware Limited Liability Company Act, as amended (the “**DLLC Act**”), and the Oregon Business Regulation Laws, as amended (the “**OBRL**”), and desiring to effect a merger of MOTORCYCLE USA, LLC, an Oregon limited liability company (the “**Merging Company**”) with and into the Surviving Company, hereby sets forth the following facts:

Article 1. SURVIVING COMPANY

Section 1.1 **Name.** The name of the limited liability company surviving the merger is J&P CYCLES, LLC.

Section 1.2 **Jurisdiction.** The Surviving Company is a Delaware limited liability company organized and existing pursuant to the provisions of the DLLC Act.

Article 2. MERGING COMPANY

Section 2.1 **Name.** The name of the company merging into the Surviving Company is MOTORCYCLE USA, LLC.

Section 2.2 **Jurisdiction.** The Merging Company is an Oregon limited liability company existing pursuant to the provisions of the OBRL.

Article 3. PLAN OF MERGER

The Plan and Agreement of Merger of the Merging Company with and into the Surviving Company (the “**Merger Agreement**”) is set forth as Exhibit A to this Certificate of Merger. The Merger Agreement has been approved and executed by each of the parties which are to merge pursuant thereto.

Article 4. EFFECTIVE TIME

Pursuant to Section 63.494 of the OBRL, Section 18-209 of the DLLC Act and the terms of the Merger Agreement, the merger shall be effective at 11:59 p.m. Eastern Standard Time on December 31, 2018 (the “**Effective Time**”).

Article 5. MANNER OF ADOPTION AND VOTE

Section 5.1 **Action by the Surviving Company.** By joint action by unanimous written consent dated as of December 5, 2018, the Board of Managers and sole Member of the Surviving

Company adopted resolutions approving the Merger Agreement and authorizing the execution of the Merger Agreement by the officers of the Surviving Company, for and on its behalf.

Section 5.2 Action by the Merging Company. By joint action by unanimous written consent dated as of December 5, 2018, the Board of Managers and sole Member of the Merging Company adopted resolutions approving the Merger Agreement and authorizing the execution of the Merger Agreement by the officers of the Merging Company, for and on its behalf.

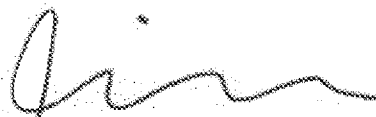
Section 5.3 Compliance with Legal Requirements. The manner of the adoption of the Merger Agreement, and the vote by which it was adopted and approved, constitute full legal compliance with the provisions of the DLLC Act, the OBRL, the Articles of Organization and the Operating Agreement of the Merging Company and the Articles of Organization and the Operating Agreement of the Surviving Company.

Section 5.4 Copy of Merger Agreement. A copy of the Merger Agreement will be furnished by the surviving limited liability company, on request and without cost, to any member of any limited liability company or any person holding an interest in any other business entity which is to merge or consolidate. The Merger Agreement is on file at a place of business of the Surviving Company and the address of the Surviving Company is 651 Canyon Drive, Suite 100, Coppell, TX 75019.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Surviving Company, executes this Certificate of Merger and verifies that the statements contained herein are true, as of the date first above written.

J&P CYCLES, LLC,
a Delaware limited liability company

By: 
Dinnes F. Sison, Corporate Controller

[SIGNATURE PAGE TO CERTIFICATE OF MERGER]

EXHIBIT A
PLAN AND AGREEMENT OF MERGER

[See attached]

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("**Merger Agreement**"), dated as of December 7, 2018, is made by and between MOTORCYCLE USA, LLC, an Oregon limited liability company (the "**Merging Company**") and J&P CYCLES, LLC, a Delaware limited liability company (the "**Company**"), pursuant to the provisions of the Oregon Business Regulation Laws, as amended (the "**OBRL**") and the Delaware Limited Liability Company Act, as amended (the "**DLLC Act**").

RECITALS

WHEREAS, the Company is a limited liability company duly organized under the laws of the State of Delaware; and

WHEREAS, the Merging Company is a limited liability company duly organized under the laws of the State of Oregon; and

WHEREAS, the Board of Managers and the sole Member of the Company and the Board of Managers and the sole Member of the Merging Company have determined that it is advisable and in the best interests of the Merging Company and the Company (the "**Constituent Companies**") that the Merging Company be merged with and into the Company upon the terms and subject to the conditions set forth in this Merger Agreement, and in accordance with the applicable laws of the State of Delaware and the State of Oregon, and have approved and adopted this Merger Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger (as defined below), the Constituent Companies hereby agree as follows:

Article 1. THE MERGER

Section 1.1 **The Merger.** Pursuant to the terms and provisions of this Merger Agreement and in accordance with the OBRL and the DLLC Act, the Merging Company shall merge with and into the Company (the "**Merger**").

Section 1.2 **Surviving Entity.** The Company shall be the surviving entity in the Merger (the "**Surviving Entity**") and its existence as a Delaware limited liability company shall continue as the Surviving Entity from and after the Effective Time (as defined below).

Section 1.3 **Merging Company.** The Merging Company shall be the merging limited liability company under the Merger and its limited liability company identity and existence, separate and apart from the Surviving Entity, shall cease at the Effective Time.

Section 1.4 **Effective Time.** The Merger shall become effective in accordance with the provisions of Section 63.494 of the OBRL and Section 18-209 of the DLLC Act, at 11:59 p.m. Eastern Standard Time on December 31, 2018 (the "**Effective Time**").

Article 2. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

Section 2.1 **Articles of Organization.** On and after the Effective Time, the Articles of Organization of the Company, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving Entity (the “**Surviving Articles**”), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Entity to amend the Surviving Articles in accordance with the applicable laws of the State of Delaware and the Surviving Articles.

Section 2.2 **Operating Agreement.** On and after the Effective Time, the Operating Agreement of the Company, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Entity (the “**Surviving Operating Agreement**”), and shall not be amended in any respect by reason of this Merger Agreement, subject always to the right of the Surviving Entity to alter, amend or repeal the Surviving Operating Agreement in accordance with the applicable laws of the State of Delaware, the Surviving Articles and the Surviving Operating Agreement.

Article 3. OFFICERS

Section 3.1 **Officers.** On and after the Effective Time, the officers of the Merging Company in office immediately prior to the Effective Time shall be deemed to have resigned from such position automatically and without the need for any other action. As of the Effective Time, the Surviving Entity shall be managed in accordance with the Surviving Operating Agreement.

Article 4. MANNER OF CONVERTING AND CANCELING MEMBERSHIP INTERESTS

Section 4.1 **Cancellation of Merging Company's Issued Membership Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Companies, all the issued and outstanding membership interests of the Merging Company shall automatically and by operation of law be canceled, and any certificates evidencing ownership of the membership interests of the Merging Company shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 4.2 **Existence of Surviving Entity Issued Membership Interests.** All the issued and outstanding membership interests of the Company at the Effective Time shall be and remain outstanding membership interests of the Surviving Entity in accordance with their terms.

Article 5. SUCCESSION OF RIGHTS

Section 5.1 **Rights.** From and after the Effective Time, the Surviving Entity shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Companies; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Companies shall be taken by and deemed to be transferred to and vested in the Surviving Entity without further act, deed or other instrument; and the title to any real

estate or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger.

Article 6. SUCCESSION OF LIABILITIES

Section 6.1 **Liabilities.** From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Companies shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "**Obligations**") of each of the Constituent Companies shall become the responsibility and liability of the Surviving Entity and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted in the place of the Merging Company in such action or proceeding.

Article 7. COMPANY ACTS

Section 7.1 **Company Acts.** From and after the Effective Time, all limited liability company acts, plans, policies, arrangements, approvals and authorizations of the Merging Company, its Board of Managers, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as limited liability company acts of the Surviving Entity.

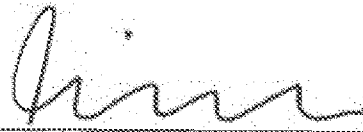
Article 8. FURTHER DOCUMENTS

Section 8.1 **Further Documents.** If at any time prior to the Effective Time the Surviving Entity shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Entity the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, the proper officers and managers of the Merging Company shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Managers and the officers of the Surviving Entity are hereby authorized, in the name and on behalf of the Merging Company or otherwise, to do any of the foregoing.

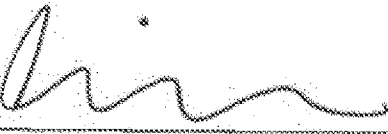
[Signature page follows]

IN WITNESS WHEREOF, the Company and the Merging Company have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

J&P CYCLES, LLC,
a Delaware limited liability company

By: 
Dinnes F. Sison, Corporate
Controller

MOTORCYCLE USA, LLC,
an Oregon limited liability company

By: 
Dinnes F. Sison, Corporate
Controller

[SIGNATURE PAGE TO PLAN AND AGREEMENT OF MERGER]